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Richard P. Krasnow

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
	:	
In re	:	Chapter 11 Case No.
	:	
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	
-----X		

**DECLARATION OF ADRIAN TENG IN SUPPORT OF DEBTORS'
MOTION PURSUANT TO SECTIONS 105(a) AND 362 OF THE BANKRUPTCY
CODE FOR AN ORDER ENFORCING THE AUTOMATIC STAY AGAINST
AND COMPELLING PAYMENT OF POST-PETITION FUNDS BY SWEDBANK AB**

Under penalty of perjury, Adrian Teng hereby declares pursuant to section 1746 of title 28 of the United States Code:

1. I am over 18 years of age and I can testify to the following facts based on my personal knowledge, my review of the above-captioned Debtors' business records, and/or my consultation with employees of Alvarez & Marsal Financial Industry Advisory Services LLP ("A&M").

2. I am a Director with A&M. A&M, along with Alvarez & Marsal North America, LLC, have been providing restructuring and general operational and managerial services to LBHI and its affiliates (together, the "Debtors" and, collectively with their non-debtor

affiliates, "Lehman") in connection with the pending chapter 11 cases. I was assigned to the Lehman matter on December 1, 2008. My primary responsibilities include managing and overseeing the maintenance of the Debtors' bank accounts outside of the United States, treasury and liquidity management, and funding and hedging across Lehman entities.

3. In that role, I have become familiar with the status of LBHI's various bank accounts throughout Europe, including LBHI's account with Swedbank AB (publ.) ("Swedbank"), located in Stockholm, Sweden. LBHI established and maintained a general deposit account with Swedbank prior to the commencement of the Debtors' chapter 11 cases. The account is identified as No. 17608 and is denominated in Swedish Krona (the "Swedbank Account"). Attached hereto as Exhibit A is a true and correct copy of an account statement for the Swedbank Account.

4. Attached hereto as Exhibit B is a true and correct copy of a transaction log that was created by A&M to reflect the various deposits and withdrawals that were made to the Swedbank Account between September 12, 2008 through January 2, 2009, and the dates when those same deposits and withdrawals were booked to the Swedbank Account. A&M created the transaction log by compiling information that it obtained from Swedbank. The information was obtained via email requests to Angelina Geric, account manager at Swedbank. I understand the source of the information provided to be time stamps on messages sent via Lehman's swift messaging platform known as MINT.

5. The closing balance of the Swedbank Account on Friday, September 12, 2008 was 2,640,124.06 Swedish Krona ("SEK"). As reflected in the transaction log, several deposits and debits were booked to the Swedbank Account on September 15, 2008, resulting in a net cash movement of SEK - 499,266.66 and a closing balance of SEK 2,140,897.40.

6. Shortly after the commencement of the Debtors' chapter 11 cases, Swedbank placed an administrative freeze on the Swedbank Account, preventing LBHI from withdrawing any amounts from the account, but still allowing additional monies to be deposited and/or wired into the account. I only learned about this administrative freeze after receiving the letter from Swedbank dated January 30, 2009, described in paragraph 8 below.

7. On or about December 4, 2008, Ann Cairns, Senior Vice President at LBHI and a Managing Director at A&M, sent a letter to Lena Hallén of Swedbank, requesting, in part, that Swedbank confirm that it would not offset any alleged indebtedness by LBHI to Swedbank against the funds in the Swedbank Account (the "December 4 Letter"). A true and correct copy of the December 4 Letter is attached hereto as Exhibit C.

8. On or about January 30, 2009, Jan Blom and Joakim Ahlgren of Swedbank sent Ms. Cairns a letter, responding to the December 4 Letter (the "January 30 Letter"). In that letter, Swedbank informed LBHI that it had placed an administrative freeze on the Swedbank Account because "the Bank is owed additional amounts for which it may request the court to lift the automatic stay to permit set offs against transactions which are not protected by the safe harbor provisions of the US Bankruptcy Code." A true and correct copy of the January 30 Letter is attached hereto as Exhibit D.

9. The closing balance of the Swedbank Account on November 12, 2009 was SEK 84,906,363.85.

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 22nd day of January, 2010

/s/ Adrian Teng
Adrian Teng

EXHIBIT A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
85	64	C091111SEK84906363,85															
86	CLOSING BALANCE																
87																	
88																	
89																	
90	* ACCOUNT STATEMENTS MT950 ARE DELIVERED OF THE PREVIOUS DAY'S ACTIVITY ON A DAILY BASIS																
91																	
92	**IN THIS INSTANCE O/NITE IS 0.25 AND HAS BEEN SINCE APRIL 2009.THAT IS THE REASON WHY NO CREDIT INTEREST HAS BEEN PASSED ONTO ACCOUNT SINCE APRIL -09																
93																	
94	AS OF CLOSE OF BUSINESS 090504 UNTIL TODAY ACCOUNT 17608 SHOWS THE SAME BALANCE AMOUNTED TO SEK 84,906.363,85																
95																	
96	** TO EXPLAIN FURTHER : CREDIT INTEREST APPLIED TO ACCOUNT 17608 IS O/N MINUS 0.50 PCT P.A.																

EXHIBIT B

A		B	C	D	E	F	G	H	I	J	K
CR / DR	Amount	Sender of payment instruction pay/receive	Date / Time (Sweden)	Date / Time (UK)	Booked in LBHI a/c	Value date in LBHI a/c					
1 CR	128,067.44	Intesa Sao Paul/Eurizon capital	12-Sep 16.00	9/12/2008 16.00	9/15/2008	9/15/2008					
2 CR	200,375.18	Intesa Sao Paul/Eurizon capital	12-Sep 16.00	9/12/2008 16.00	9/15/2008	9/15/2008					
3 CR	14,430,000.00	Citibank(Handelsbanken/Credit Suisse Sec Eur	12-Sep 5.09	9/12/2008 6.09	9/15/2008	9/15/2008					
4 CR	173,000,000.00	Swedbank FX Back Office	12-Sep 10.17	9/12/2008 16.17	9/15/2008	9/15/2008					
5 CR	253,000,000.00	Swedbank FX Back Office	12-Sep 10.17	9/12/2008 16.17	9/15/2008	9/15/2008					
6 CR	-	Fee realted to 10 below									
7 DR	25.00	Fee realted to 10 below									
8 DR	-	Fee realted to 11 below									
9 DR	25.00	Fee realted to 11 below									
10 DR	-	Fee realted to 12 below									
11 DR	364.73	Alexander Sehlmln/Lehman Bro Hold Inc UK	12-Sep 6.35	9/12/2008 12.35	9/15/2008	9/15/2008					
12 DR	1,536.23	Mats Wikstrom/Lehman Bro Hold Inc UK	12-Sep 6.35	9/12/2008 12.35	9/15/2008	9/15/2008					
13 DR	2,000.00	Taxi Sunrise/Lehman Bro Hold Inc UK	12-Sep 6.35	9/12/2008 12.35	9/15/2008	9/15/2008					
14 DR	10,443.75	Vantage Cap Mark/Lehman Bro Hold Inc UK	12-Sep 9.58	9/12/2008 15.58	9/15/2008	9/15/2008					
15 DR	-70000	Creditte Suisse Sec Internat Lond/Lehman Bro Hold Inc UK	12-Sep 11.21	9/12/2008 17.21	9/15/2008	9/15/2008					
16 DR	-135697.54	JP Morgan Chase London/Lehman Bro Hold Inc UK	12-Sep 8.53	9/12/2008 14.53	9/15/2008	9/15/2008					
17 DR	-164898	Morgan Stanley/Lehman Bro Hold Inc UK	12-Sep 9.09	9/12/2008 15.09	9/15/2008	9/15/2008					
18 DR	-179535.42	Lehman Bro Inc NY/Lehman Bro Hold Inc UK	12-Sep 9.09	9/12/2008 15.09	9/15/2008	9/15/2008					
19 DR	-263318.61	Lehman Bro Inc NY/Lehman Bro Hold Inc UK	12-Sep 9.09	9/12/2008 15.09	9/15/2008	9/15/2008					
20 DR	-14430000	Handelsbanken/Citibank	15-Sep 11.07	9/15/2008 11.09	9/15/2008	9/15/2008					
21 DR	-173000000	Swedbank FX Back Office	15-Sep 11.07	9/15/2008 11.09	9/15/2008	9/15/2008					
22 DR	-253000000	Swedbank FX Back Office	15-Sep 11.07	9/15/2008 11.09	9/15/2008	9/15/2008					
23 CR	13,382.50	National Financial Services Boston/JP Morg Chase	12-Sep 21.04	9/12/2008 22.04	9/16/2008	9/16/2008					
24 CR	900,000.00	Calyon/SEB	15-Sep 9.36	9/15/2008 9.51	9/16/2008	9/16/2008					
25 CR	1,276,499.31	Lehman Bro Inc NY/SHB	15-Sep 9.40	9/15/2008 10.04	9/16/2008	9/16/2008					
26 CR	1,320,000.00	Calyon/SEB	15-Sep 9.36	9/15/2008 9.51	9/16/2008	9/16/2008					
27 CR	1,784,804.59	Lehman Bro Inc NY/SHB	15-Sep 9.40	9/15/2008 10.04	9/16/2008	9/16/2008					
28 CR	4,250,000.00	Lehman Bro Commercial Cor /SHB	15-Sep 9.40	9/15/2008 10.04	9/16/2008	9/16/2008					
29 CR	65,441,931.17	Lehman Bro Inc NY/SHB	15-Sep 9.34	9/15/2008 9.47	9/16/2008	9/16/2008					
30 CR	395.27	Icopal/SEB	29-Sep 10.07	9/29/2008 10.08	9/29/2008	9/29/2008					
31 CR	224,864.46	Icopal/SEB	30-Sep 10.06	9/30/2008 10.08	9/30/2008	9/30/2008					
32 CR	146,519.69	Swedbank	1-Oct xxxxxxxx	10/1/2008 xxxxxxxx	10/1/2008	10/1/2008					
33 CR	262,098.22	Swedbank	3-Nov xxxxxxxx	11/3/2008 xxxxxxxx	11/3/2008	11/3/2008					
34 CR	182,292.00	Bluestep Finance/Danske Bank	10-Oct 11.47	10/10/2008 11.47	11/5/2008	11/5/2008					
35 CR	311,935.00	Bear Sterns Internat London/SHB	15-Sep 9.53	9/15/2008 10.11	11/5/2008	11/5/2008					
36 CR	755,208.00	Bluestep Finance/Danske Bank	15-Sep 8.53	9/15/2008 8.53	11/5/2008	11/5/2008					
37 CR	2,375,422.00	Bluestep Finance/Danske Bank	15-Sep 8.53	9/15/2008 8.53	11/5/2008	11/5/2008					
38 CR	2,574,896.00	Bluestep Finance/Danske Bank	10-Oct 11.47	10/10/2008 11.47	11/5/2008	11/5/2008					
39 CR	47,485.68	Eurizon capital/Intesa Sao Paul	15-Sep 9.14	9/15/2008 9.14	11/13/2008	11/13/2008					
40 CR	70000	Swedbank	17-Nov xxxxxxxx	11/17/2008 xxxxxxxx	11/17/2008	11/17/2008					
41 CR	135697.54	Swedbank	17-Nov xxxxxxxx	11/17/2008 xxxxxxxx	11/17/2008	11/17/2008					
42 CR	179535.42	Swedbank	17-Nov xxxxxxxx	11/17/2008 xxxxxxxx	11/17/2008	11/17/2008					
43 CR	263318.61	Swedbank	17-Nov xxxxxxxx	11/17/2008 xxxxxxxx	11/17/2008	11/17/2008					
44 CR	371.012	Swedbank	1-Dec xxxxxxxx	12/1/2008 xxxxxxxx	12/1/2008	12/1/2008					
45 CR	230,408.22	Swedbank	1-Dec xxxxxxxx	12/1/2008 xxxxxxxx	12/1/2008	12/1/2008					
46 CR	146,143.17	Swedbank	1/2/2009 1/1/2009	1/2/2009 xxxxxxxx	1/2/2009	1/2/2009					
Notes											

47 4 | 15 September. Returned to SHB same day. see transaction 19.

4 15 September. Returned to SHB same day, see transaction 19.

[illegible]

	A	B	C	D	E	F
1	Account statements	Closing Book	Adjusted Book			
2	9/12/2008	2.640.124,06	2.640.124,06			
3	9/15/2008	2.140.897,40	2.789.448,97			
4	12/19/2008	84.516.579,08	84.516.579,08			
5						
6						
7		Swedbank is retaining the right to set off any account balances				
8		on account 17608.				

EXHIBIT C

4 December 2008

Ms. Lena Hallén
Swedbank
8 Brunkebergstorg
Stockholm
Sweden

Dear Madam,

Lehman Brothers Holdings Inc. ("LBHI")

Reconciliation of internal LBHI records to the bank records of Swedbank (the "Agent")

1. **AUTHORISED PERSONS**

- 1.1 We refer to the resolution of the Executive Committee of Lehman Brothers Holdings Inc. dated 11 November 2008 (the "**Resolution**"), in which Ann Cairns is appointed an officer, with the title of Vice President, of LBHI, and the Certificate of Incumbency and Signature dated 3 December 2008 confirming Ann Cairns signature and that she is authorised to act on behalf of LBHI.
- 1.2 Under the authority granted by the Resolution Ann Cairns (the "**Authorised Officer**") is authorised to operate the accounts on behalf of LBHI.
- 1.3 Under the authority granted by the Resolution the Authorised Officer, in her capacity as Vice President of LBHI, confirms that the Agent can communicate with and can provide any information requested by the following persons (the "**Additional Authorised Persons**") in respect of cash and/or stock levels held with the Agent:

Paul Sanchez	Neil Christie
Fauzan Muhammed	Catherine Radley
Graham Kettle	Sean Walsh
Graig Kellard	Gemma Kent
Rozalia Kovacs	Steve Durrant

1.4 We request that you kindly:

1. Return to presenters all the cheques presented to you on or after 15 September 2008 (the "Date of Filing").
2. Cancel all direct debit authorities and standing orders and provide a list of those in place at the Date of Filing.
3. Provide a list of all other accounts in the above name which are not on the attached list and provide bank statements for each up to the Date of Filing and for all subsequent periods.
4. Provide details of any contingent or other liabilities which you may be aware of.
5. Inform us as to whether LBHI has a safety deposit box with you and provide a list of all documents held by you other than as security.
6. Confirm the nature of any security you hold from the above or any guarantors or provide details including any priority agreement with any security holder.
7. Provide us with details of any charge, lien or restraint of which you have notice or any agreement with a third party giving them security of which you are aware.
8. Ensure that all future receipts for any of the accounts on the attached list are credited to the bank account in the normal manner, pending the Adviser's instructions.
9. Confirm that all monies held to the credit of the account from the Date of Filing will not be offset by the bank against any existing indebtedness of Lehman Brothers Holdings Inc. to the bank.
10. Confirm that disbursements may be made out of the accounts maintained in the above name on the back of instructions sent by the Authorised Officer.

2. **LIABILITY**

- 2.1 The Authorised Officer, acting as an officer of Lehman Brothers Holdings Inc., has entered into and signed this letter on behalf of LBHI and neither her, her firm, nor her representatives shall incur any personal liability whatever under or in relation to this letter. The exclusion of liability set out in this paragraph shall arise and continue before or after the signing of this Agreement and shall operate as a waiver of any claims in tort as well as under the laws of contract. The Authorised Officer, her firm and her representatives shall be entitled to rely on, enforce and enjoy the benefit of this paragraph as if they were party to this letter.

3. **COUNTERPARTS**

This letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

4. **GOVERNING LAW**

This letter shall be governed by and construed in accordance with the laws of the State of New York.

Yours faithfully,



Ann Cairns
Vice President

List of Accounts with Swedbank

Legal Entity	Region	Country	Bank	Ccy	Acct. Num.	Total
Lehman Brothers Holdings Inc. (UK Branch)	Europe	Sweden	Swedbank	SEK	17608	1
Grand Total						1

EXHIBIT D

Lehman Brothers Holding Inc
Ms. Ann Cairns, Vice President
25 Bank Street
London E14 5LE
England

30 January 2009

Lehman Brothers Holding Inc ("LBHI")

Dear Ms. Cairns,

This letter is in response to your inquiry dated December 4, 2008 addressed to Ms. Lena Hallén. The Bank accepts without challenge your representation that the five identified individuals have the requisite authority to speak for LBHI, UK Branch as to its affairs with the Bank.

Please find attached account balances 2008-09-12, 2008-09-15 and 2009-01-29 and debits and credits on the account until 2009-01-29, Appendix 1.

You have inter alia asked us to confirm that all monies held to the credit of the account from the date of filing will not be set off. As per notice 2008-11-27 we set off our claim on LBHI under the ISDA Master Agreement, Appendix 2. Furthermore, we have placed an administrative freeze on the remaining balance of the account, because the Bank is owed additional amounts for which it may request the court to lift the automatic stay to permit set offs against transactions which are not protected by the safe harbor provisions of the US Bankruptcy Code. We also reserve and retain the right to set off against the account any claims in relation to qualified financial transactions under the safe harbor provisions or otherwise. You have further requested that we identify all liabilities due to the Bank from LBHI. As the US Bankruptcy court has not yet established a deadline for the assertion and filing of claims, we decline to assert all obligations due the Bank. However, we can advise you that the Bank was due some 97.5 MSEK under various Master ISDA agreements, each of which was the subject of an LBHI guarantee. In addition, the Bank is the holder of senior notes in the face amount of 18 098 000 USD. It was on account of these obligations due the Bank, that an administrative freeze was placed on the account balance to preserve the banks right to seek set off. Without waiving our rights in any respect as to the status of the terminated 2002 Master Repurchase Agreement, we note for you that LBHI had also provided a guarantee of that transaction in the amount of app 1.35 billion USD.

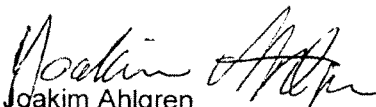
For your general information, the Bank does not have any safe deposit or custodial accounts for LBHI. The bank is also not aware of any third party liens or charges on the LBHI account with the Bank. There are no direct debits in place and LBHI does not hold any further accounts with the Bank.

Swedbank

International Banking/Swedbank Markets


Jan Blom

Head of Relationship Management, OECD


Joakim Ahlgren

Legal Matters



Appendix 2

Stockholm, 27 November 2008

Lehman Brothers Holding Inc, UK Branch
Att: Documentation Manager
25 Bank Street
London E14 5LE
England

Copy via courier to: Lehman Brothers Holding Inc
 Att: Documentation Manager
 745 Seventh Avenue
 New York, New York 10019

Dear Sirs,

ISDA Master Agreement between Lehman Brothers Holding Inc, London Branch and Swedbank AB dated as of 29th November 2004 (the "Master Agreement")

We refer to our notice to you dated 15 September, 2008 (a copy of which is attached hereto as **Exhibit 1**) pursuant to which we designated 15 September, 2008 the Early Termination Date under the Master Agreement.

Please note that terms used but not defined in this letter have the meaning given to them in the Master Agreement.

We write to inform you that we have calculated the amount due pursuant to Section 6(e) of the Master Agreement.

This letter constitutes a statement given pursuant to Section 6(d)(i) of the Master Agreement showing, in reasonable detail, such calculations.

Please note that for the purpose of Section 6(e) of the Master Agreement Loss and Second Method will apply.

We calculate the amount payable under Section 6(e) to be SEK 356,712. **Exhibit 2** hereto shows, in reasonable detail, all such calculations.

Moreover, pursuant to Section 11 of the Master Agreement, we hereby demand indemnification for all reasonable out-of-pocket expenses, which we have had to date by reason of the enforcement and protection of our rights under the Master Agreement and by reason of the early termination of the Transactions, just as we demand indemnification for any such future expenses. These reasonable expenses incurred by us to date amount to SEK 14,300 of which external legal fees SEK 13,500 and courier fees SEK 800.



Accordingly, you shall pay to us SEK 371,012 of which we hereby demand immediate payment plus interest thereon at the Default Rate of STIBOR for a period of one week plus 100 bp from and including the Early Termination Date and until, but excluding, the day payment is made calculated on the basis of daily compounding and the number of days elapsed.

We expressly reserve all rights and remedies available to us under the Master Agreement and applicable law generally.

We will take payment of the aforesaid claim by our set-off against part of your balance with us on your account with us No.17608 amounting to approximately SEK 83.9M. We will make our set-off effective on 1 December 2008.

We reserve all rights to further set-off amounts due to us against obligations owed by us to yourselves. While reserving all rights to amend this notice and to assert claims against you or to seek appropriate relief from the US Bankruptcy Code, we currently estimate our total claim on you to approximate SEK 250M, due to our possession of (i) four parent guarantees securing various Lehman subsidiaries obligations pursuant to four different ISDA Master Agreements (approximately SEK 97M in total and (ii) certain floating rate notes issued by yourselves of notional USD 10,338,000 and 7,760,000 respectively plus accrued interest. Moreover, please also note that we possess a guarantee issued by yourselves securing a pre chapter 11 exposure of approximately MUSD 1,350 related to Lehman Brothers Commercial Paper Inc under a Tri-Party Custody Agreement.

Yours faithfully,

Swedbank AB (publ)

Marianne Jonasson

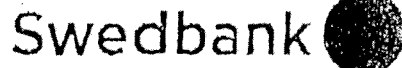
Clas Burénius

Exhibit 1

Copy of Notice

Exhibit 2

Calculations of the amount determined pursuant to Section 6(e) and 6(d)(ii)



Stockholm, 17th September, 2008

Lehman Brothers Holding Inc.
Attn: Documentation Manager
25 Bank Street
London E14 5LE
England

Dear Sir or Madam,

ISDA Master Agreement between Lehman Brothers Holding Inc and Swedbank AB (publ) dated as of 29th November, 2004 (the "Master Agreement")

We refer to the above-referenced Master Agreement. Please note that capitalised terms used but not defined in this letter have the meaning given to them in the Master Agreement.

An Event of Default has occurred and is continuing in respect of Lehman Brothers Holding Inc under Section 5(a)(vii) of the Master Agreement by reason of Lehman Brothers Holding Inc's Chapter 11 Bankruptcy petition 15th September, 2008.

We refer to our letter of 15th September, 2008 in which we designated this mentioned date, as being the Early Termination Date in respect of the Master Agreement. It has come to our attention that said notice was not effectively delivered as of 15th September, 2008. Accordingly, please disregard the said notice. This letter constitutes a notice designating 18th September, 2008 as the Early Termination Date according to Section 6(a) of the Master Agreement. This Early Termination Date is applicable to the Master Agreement and all Transactions thereunder.

Any payment or delivery obligations under the Master Agreement falling due between the date of this notice and the Early Termination Date shall with reference to Section 6(c)(ii) of the Master Agreement not be made.

We will in accordance with the Master Agreement determine any amounts owing by either Lehman Brothers Holding Inc as the Defaulting Party or us as the Non-defaulting Party under Sections 8(e) and (d) of the Master Agreement in respect of the Early Termination Date or by Lehman Brothers Holding Inc as the Defaulting Party under Section 11 of the Master Agreement. We will notify you of such determination in accordance with Section 8(d)(i).

We expressly reserve all rights and remedies available to Swedbank AB (publ) under the Master Agreement and applicable law generally.

Yours faithfully

Swedbank AB (publ)

By:

Name: Marianne Jonsson Clas Burenius

Title: Treasurer Manager Legal Advisor

P901FXE FX CONTRACT INQUIRY 2009-SEP-29 16:18
Transaktion 03467803 Doc Ref FXS642356 Typ SPOT__ M

Kund LEHBROLOM_____ Land GB__
Handlare K901GSO_
Maklare REUT_____

Portfolj 89011T FXF_

Valuta Dag 08-09-15___ Avslut Dag 08-09-12___ Deal Time ___

FX Kurs 6,759370000 Spot _____ Swap _____

Köp Valuta SEK 173.000.000,00 RLB Spot _____
Swap _____

Sälj Valuta USD 25.594.101,23 RLB Spot _____
Swap _____

BCE SEK 173.000.000,03

IB Kurs _____

SpB Vinst _____

Kontrakt Status Verifierad Y Ersätter _____

Borttagen N Ersatt av _____ Cust Ref _____

Bet: Bokf: Aff./Bet: Txt

29/09/08 16:39:10 Dept.: 3164

Print Copy

MT300 FOREIGN EXCHANGE CONFIRMATION

Page 1

Msg.Type/Purpose: 300/F01 Priority: N
Receiver: SWEDSESSAXXX OSN: 282752 Date/Time: 080912/16:17 Sess.No: 3395
Sender : SLHIGB2HAXXX ISN: 874285 Date/Time: 080912/10:17 Claim : 0081451
*LEHMAN BROTHERS HOLDING INC UK BRAN
*CH
*LONDON

BankPrio: MUR: SLIIGB2L/21423 FINCopy:

15A *NEW SEQUENCE

20 *SENDER'S REFERENCE
A09A863157183

21 *RELATED REFERENCE
NEW

22A *TYPE OF OPERATION
NEWT

22C *COMMON REFERENCE
SLHI2H5937SWEDSS

82A *PARTY A
SLHIGB2H
*LEHMAN BROTHERS HOLDING INC UK BRAN
*CH
*LONDON

87A *PARTY B
SWEDSESS
*SWEDBANK AB (PUBL)
*STOCKHOLM

15B *NEW SEQUENCE

30T *TRADE DATE
20080912

30V *VALUE DATE
20080915

36 *EXCHANGE RATE
6,75937

32B *CURRENCY AMOUNT
USD 25.594.101,23

57A *RECEIVING AGENT
BOFAUSJN
*BANK OF AMERICA, N.A.
*NEW YORK

33B *CURRENCY AMOUNT
SEK 173.000.000,00

57A *RECEIVING AGENT
SWEDSESS
*SWEDBANK AB (PUBL)
*STOCKHOLM

29/09/08 16:39:10 Dept.: 3164

Print Copy

MT300 FOREIGN EXCHANGE CONFIRMATION

Page 2

TRAILER

CHK:8738C5DF0E17

CAC:VALIDATION SUCCESS

P901FKB

FX CONTRACT INQUIRY

2008-SEP-29 16:

Transaktion 03467699 Doc Ref FXS642336 Typ SPOT N

Kund LEHBROLOM Land GB

Handlare K901GSO

Maklare REUT

Portfölj 89011T FXF

Valuta Dag 08-09-15 Avslut Dag 08-09-12 Deal Time

X Kurs 6,734650000 Spot Swap

Kop Valuta USD 37.566.911,42 RUB Spot

Swap

Salj Valuta SEK 253.000.000,00 RUB Spot

Swap

BCE SEK 252.999.999,99

IB Kurs

SpB Vinst

Kontrakt Status Verifierad Y Ersätter

Borttagen N Ersatt av Cust Ref

Bet: Bokf: Aff./Bet: Txt

29/09/08 16:39:34 Dept.: 3164

Print Copy

MT300 FOREIGN EXCHANGE CONFIRMATION

Page 1

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Sender: SLHIGB2HAXXX ISN: 873603 Date/Time: 080912/09:48 Claim: 0081451
*LEHMAN BROTHERS HOLDING INC UK BRAN
*CH
*LONDON

BankPrio: MUR: SLIIGB2L/15405 FINCopy:

15A *NEW SEQUENCE

20 *SENDER'S REFERENCE
A09A85FE57179

21 *RELATED REFERENCE
NEW

22A *TYPE OF OPERATION
NEWT

22C *COMMON REFERENCE
SLHI2HJ465SWEDSS

82A *PARTY A
SLHIGB2H
*LEHMAN BROTHERS HOLDING INC UK BRAN
*CH
*LONDON

87A *PARTY B
SWEDSESS
*SWEDBANK AB (PUBL)
*STOCKHOLM

15B *NEW SEQUENCE

30T *TRADE DATE
20080912

30V *VALUE DATE
20080915

36 *EXCHANGE RATE
6,73465

32B *CURRENCY AMOUNT
SEK 253.000.000,00

57A *RECEIVING AGENT
SWEDSESS
*SWEDBANK AB (PUBL)
*STOCKHOLM

33B *CURRENCY AMOUNT
USD 37.566.911,42

57A *RECEIVING AGENT
PNBPUS3NNYC
*WACHOVIA BANK, NA
*NEW YORK

29/09/08 16:39:34 Dept.: 3164

Print Copy

MT300 FOREIGN EXCHANGE CONFIRMATION

Page 2

TRAILER

CHK:F5A3132D0CA9

CAC:VALIDATION SUCCESS

Cyberberg
11374

Ansökan på kassa 235/2008
Kassa 322

2008-09-16 ATLM012 TILL EKONOMI/REDOVISNING 08901

M 81722121	03125 0103467674	26.018.020,00	D TRY	4.900.000,00	080915 89011P	SBCLTRY00089011T
M 81722121	03140 0103467674	26.018.020,00	X TRY	4.900.000,00	080915 89011T	SBCLTRY00089011P
M 85134205	03120 0103467674	333.614,61	K SEK	0,00	080915 TRANSAGIO	AGIOSEK
M 89171713	03120 0103467674	26.483.950,31	D TRY	4.900.000,00	080915 SELL-SPOT	CFXSTRY00089011P
M 89171723	03120 0103467674	26.483.950,31	K USD	3.926.282,05	080915 BUY-SPOT	CFXPUSD00089011P
TOTALT:		0,00	K			

TRANSAKTIONER FRÅN ATLAS-GRÄNSSNITT, PER KASSA OCH AFFÄR

Sund mld SEK

BOKFÖRINGSIDAG	080915	KASSA 322	AFFÄRS-ID	FX03467699	SEK BELOPP D/K VAL	UTLÄNDSKT BELOPP VALDAG ATLAS-KONTO
SYS KONTONUMMER	RST	BOKF-REF				
M 81281210	03265	0103467699		252.134.082,69	D USD	37.566.911,42 080915 PHILANEY NOSTUSD00189011T
M 81712121	01273	0103467699		253.000.000,00	D SEK	0,00 080915 89011T SBCLSEK00089011K
M 81712121	01273	0103467699		253.000.000,00	K SEK	0,00 080915 89011K SBCLSEK00089011T
M 82271189	03254	0103467699		253.000.000,00	K SEK	0,00 080915 LEHBROLOW VOSTSEK00189011K
M 85134205	03125	0103467699		865.917,31	D SEK	0,00 080915 TRANSAGIO AGIOSEK
M 89171713	03125	0103467699		253.000.000,00	D SEK	0,00 080915 SELL-SPOT CFXSSEK00089011T
M 89171723	03125	0103467699		253.000.000,00	K USD	37.566.911,42 080915 BUY-SPOT CFXPUSD00089011T
TOTALT:				0,00	K	

253 000 000 / 37 566 911,42 = 6,73465
252 134 082,69 / 37 566 911,42 = 6,71160

TRANSAKTIONER FRÅN ATLAS-GRÄNSSNITT, PER KASSA OCH AFFÄR

BOKFÖRINGSIDAG	080915	KASSA 322	AFFÄRS-ID	FX03467759	SEK BELOPP D/K VAL	UTLÄNDSKT BELOPP VALDAG ATLAS-KONTO
SYS KONTONUMMER	RST	BOKF-REF				
M 89171713	03123	0103467759		95.290.000,00	D EUR	10.000.000,00 080912 SELL-SPOT CFXSEUR00089011S
M 89171723	03123	0103467759		95.290.000,00	K SEK	0,00 080912 BUY-SPOT CFXPSEK00089011S
TOTALT:				0,00	K	

TRANSAKTIONER FRÅN ATLAS-GRÄNSSNITT, PER KASSA OCH AFFÄR

BOKFÖRINGSIDAG	080915	KASSA 322	AFFÄRS-ID	FX03467761	SEK BELOPP D/K VAL	UTLÄNDSKT BELOPP VALDAG ATLAS-KONTO
SYS KONTONUMMER	RST	BOKF-REF				
M 81281210	03265	0103467761		37.850.739,36	D USD	5.639.600,00 080915 PHILANEY NOSTUSD00189011T
M 81281210	03265	0103467761		38.200.000,00	K EUR	4.000.000,00 080915 EBA NOSTEUR00189011T
M 81722121	03125	0103467761		37.850.739,36	D USD	5.639.600,00 080915 89011T SBCLUSD00089011S
M 81722121	03125	0103467761		37.850.739,36	K USD	5.639.600,00 080915 89011S SBCLUSD00089011T
M 81722121	03125	0103467761		38.200.000,00	D EUR	4.000.000,00 080915 89011S SBCLEUR00089011T
M 81722121	03125	0103467761		38.200.000,00	K EUR	4.000.000,00 080915 89011T SBCLEUR00089011S
M 85134205	03123	0103467761		349.260,64	D SEK	0,00 080915 TRANSAGIO AGIOSEK
M 89171713	03123	0103467761		38.108.000,00	D EUR	4.000.000,00 080915 SELL-SPOT CFXSEUR00089011S
M 89171723	03123	0103467761		38.108.000,00	K USD	5.639.600,00 080915 BUY-SPOT CFXPUSD00089011S
TOTALT:				0,00	K	

TRANSAKTIONER FRÅN ATLAS-GRÄNSSNITT, PER KASSA OCH AFFÄR

Sund mld SEK

BOKFÖRINGSIDAG	080915	KASSA 322	AFFÄRS-ID	FX03467803	SEK BELOPP D/K VAL	UTLÄNDSKT BELOPP VALDAG ATLAS-KONTO
SYS KONTONUMMER	RST	BOKF-REF				
M 81281210	03265	0103467803		171.777.369,82	K USD	25.594.101,23 080915 PHILANEY NOSTUSD00189011T
M 81712121	01273	0103467803		173.000.000,00	D SEK	0,00 080915 89011K SBCLSEK00089011T
M 81712121	01273	0103467803		173.000.000,00	K SEK	0,00 080915 89011T SBCLSEK00089011K
M 82271189	03254	0103467803		173.000.000,00	D SEK	0,00 080915 LEHBROLOW VOSTSEK00189011K
M 85134205	03125	0103467803		1.222.630,18	K SEK	0,00 080915 TRANSAGIO AGIOSEK
M 89171713	03125	0103467803		173.000.000,00	D USD	25.594.101,23 080915 SELL-SPOT CFXSUSD00089011T
M 89171723	03125	0103467803		173.000.000,00	K SEK	0,00 080915 BUY-SPOT CFXPSEK00089011T
TOTALT:				0,00	K	

173 000 000 / 25 594 101,23 = 6,75737
171 777 369,82 / 25 594 101,23 = 6,71160

TRANSAKTIONER FRÅN ATLAS-GRÄNSSNITT, PER KASSA OCH AFFÄR

BOKFÖRINGSIDAG	080915	KASSA 322	AFFÄRS-ID	FX03467890	SEK BELOPP D/K VAL	UTLÄNDSKT BELOPP VALDAG ATLAS-KONTO
SYS KONTONUMMER	RST	BOKF-REF				

Appendix 7

Account statements	Closing Book	Adjusted Book
2008-09-12	2.640.124,06	2.640.124,06
2008-09-15	2.140.897,40	2.789.448,97
2009-01-29	84.622.722,25	84.622.722,25

Notes

Swedbank is retaining the right to set off any account balances on account 17608.

AD

Appendix 7

1	Credit/Drawn Amount	Sender of payment instruction/Receiver-Sender of money	Booked	Value date
2	CR	128.067,44 Intesa Sao Paul/Eurizon capital	2008-09-15	2008-09-15
3	CR	200.375,18 Intesa Sao Paul/Eurizon capital	2008-09-15	2008-09-15
4	CR	14.430.000,00 Citibank(Handelsbanken/Credit Suisse Sec Eur	2008-09-15	2008-09-15
5	CR	173.000.000,00 Swedbank FX Back Office	2008-09-15	2008-09-15
6	CR	253.000.000,00 Swedbank FX Back Office	2008-09-15	2008-09-15
7	DR	25,00 Fee realted to 10 below		
8	DR	25,00 Fee realted to 11 below		
9	DR	25,00 Fee realted to 12 below		
10	DR	364,73 Lehman Bro Hold Inc UK/Alexander Sehlín	2008-09-15	2008-09-15
11	DR	1.536,23 Lehman Bro Hold Inc UK/Mats Wikstrom	2008-09-15	2008-09-15
12	DR	2.000,00 Lehman Bro Hold Inc UK/Taxi Sunrise	2008-09-15	2008-09-15
13	DR	10.443,75 Lehman Bro Hold Inc UK/Vantage Cap Mark	2008-09-15	2008-09-15
14	DR	70.000,00 Lehman Bro Hold Inc UK/Creditte Suisse Sec Internat Lond	2008-09-15	2008-09-15
15	DR	135.697,54 Lehman Bro Hold Inc UK/JP Morgan Chase London	2008-09-15	2008-09-15
16	DR	164.698,00 Lehman Bro Hold Inc UK/Morgan Stanley	2008-09-15	2008-09-15
17	DR	179.535,42 Lehman Bro Hold Inc UK/Lehman Bro Inc NY	2008-09-15	2008-09-15
18	DR	263.318,61 Lehman Bro Hold Inc UK/Lehman Bro Inc NY	2008-09-15	2008-09-15
19	DR	14.430.000,00 Handelsbanken/Citibank	2008-09-15	2008-09-15
20	DR	173.000.000,00 Swedbank FX Back Office	2008-09-15	2008-09-15
21	DR	253.000.000,00 Swedbank FX Back Office	2008-09-15	2008-09-15
22	CR	13.382,50 JP Morg Chase/National Financial Services Boston	2008-09-16	2008-09-16
23	CR	900.000,00 SEB/Calyon	2008-09-16	2008-09-16
24	CR	1.276.499,31 SHB/Lehman Bro Inc NY	2008-09-16	2008-09-16
25	CR	1.320.000,00 SEB/Calyon	2008-09-16	2008-09-16
26	CR	1.784.804,59 SHB/Lehman Bro Inc NY	2008-09-16	2008-09-16
27	CR	4.250.000,00 SHB/Lehman Bro Commercial Corp	2008-09-16	2008-09-16
28	CR	65.441.931,17 SHB/Lehman Bro Inc NY	2008-09-16	2008-09-16
29	CR	395,27 SEB/Icopal	2008-09-29	2008-09-29
30	CR	224.864,46 SEB/Icopal	2008-09-30	2008-09-30
31	CR	146.519,69 Swedbank	2008-10-01	2008-10-01
32	CR	262.098,22 Swedbank	2008-11-03	2008-11-01
33	CR	182.292,00 Danske Bank/Bluestep Finance	2008-11-05	2008-11-05
34	CR	311.935,00 SHB/Bear Sterns Internat London	2008-11-05	2008-11-05
35	CR	755.208,00 Danske Bank/Bluestep Finance	2008-11-05	2008-11-05
36	CR	2.375.422,00 Danske Bank/Bluestep Finance	2008-11-05	2008-11-05

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37 CR	2 574 896,00	Danske Bank/Bluestep Finance	2008-11-05	2008-11-05
38 CR	47 485,68	Intesa Sao Paul/Eurizon capital	2008-11-13	2008-11-13
39 CR	70 000,00	Swedbank	2008-11-17	2008-09-15
40 CR	135 697,54	Swedbank	2008-11-17	2008-09-15
41 CR	179 535,42	Swedbank	2008-11-17	2008-09-15
42 CR	263 318,61	Swedbank	2008-11-17	2008-09-15
43 CR	371 012	Swedbank	2008-12-01	2008-01-12
44 CR	230 408,22	Swedbank	2008-12-01	2008-12-01
45 CR	146 143,17	Swedbank	2009-01-02	2009-01-01

Notes

- 4 Payment from Citigroup through SHB on 15 September. Returned to SHB same day, see transaction 19.
- 5 See note 20.
- 6 Credited to the account (automatically) by Swedbank on 15 September and pertaining to fx transaction with trade date 12 September whereby LBHI purchased SEK 253 000 000 from Swedbank against USD 37 566 911.24 for value 15 September. The amount was returned (by virtue of set-off) to Swedbank on 15 September, see transaction 21.
- 14/15 and 17/18 Payment credited to the account 15 September but frozen and not sent to receiver. Re-deposited 17 November.
- 19 See note 4.
- 20 Debited from the account (automatically) by Swedbank on 15 September pertaining to the fx transaction with trade date 12 September whereby LBHI sold SEK 173,000,000 to Swedbank against USD 25,594,101.23 for value 15 September. The amount was returned to LBHI on 15 September, see transaction 20.
- 21 See note 6.
- 31 Interest September
- 32 Interest October
- 39 to 42 See 14/15 and 17/18.
- 43 Set off ISDA claim as per notice 27 November 208
- 44 Interest November
- 45 Interest December